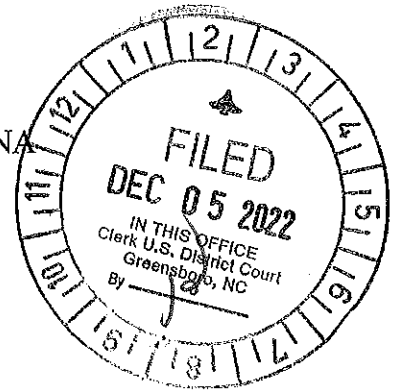


IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA



MARIA MABEL MARTINEZ, on behalf of )  
herself and all other similarly situated persons, )

Plaintiff, )

v. )

CLASS ACTION

RINCÓN LATINO, INC. d/b/a PLAZA )  
LATINA, EMIGDIO CASTRO, JOSÉ LIRA, )  
HUMBERTO CASTRO PASTRANA, LAURA )  
CASTRO, and HOMERO ROMO, )

COLLECTIVE ACTION

29 U.S.C. § 216(b)

Civil Action No.:

1:22-cv-00032-WO-JEP

Defendants. )

**AGREEMENT AND RELEASE OF WAGE AND HOUR CLAIMS**

Rincón Latino, Inc. d/b/a Plaza Latina, Emigdio Castro, José Lira, Humberto Castro Pastrana, Laura Castro, and Homero Romo ("collectively referred to throughout this Agreement as "Rincón"), along with Maria Mabel Martinez, her heirs, executors, administrators, successors, and assigns (referred to throughout this Agreement as "Plaintiff"), agree that:

1. **Consideration.** In consideration for the execution of this Agreement and Release of Wage and Hour Claims and compliance with its terms, and without admitting that any Defendant acted unlawfully in any way, Rincón agrees to pay, through the trust account of his counsel of record in the above-captioned action within fifteen (15) calendar days following the final approval of this settlement by the Court, the total amount of \$689.95 to resolve all claims that have been or could be asserted by Plaintiffs in this action. Of the total settlement amount:

- (A) \$100.00 will be paid to the named Plaintiff;
- (B) \$589.95 will be paid to Plaintiffs' counsel by one check in the amount of \$589.95 for costs made payable to the "Law Office of Robert J. Willis, P.A."; and
- (C) Promptly after execution of this Agreement, counsel for the Plaintiff and counsel for Rincón shall file a Joint

Motion and Supporting Memorandum for Approval of  
Settlement, including submission of this Agreement.

2. **No Consideration Absent Execution of this Agreement.** Plaintiff understands and agrees that she will not receive the consideration specified in paragraph 1 but for the execution of this Agreement and Release of Wage and Hour Claims and the fulfillment of the promises contained herein.

3. **Release of All Wage and Hour Claims.** Plaintiff knowingly and voluntarily releases and forever discharges Rincón Latino, Inc. and all other Defendants, along with their heirs, executors, administrators, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "Releasees"), of and from any and all claims asserted in the Plaintiff's Complaint that Plaintiffs have or may have against Releasees from the beginning of time until the date of execution of this Agreement, that are based upon, or arise out of the facts, acts, transactions, occurrences, events, or omissions alleged in the Plaintiff's Complaint and that arose at any time up until the time of the Final Approval, including the wage and hour claims (the Released Claims). The Released Claims include the claims asserted in the Complaint by the Plaintiff and all claims by the Plaintiff under any federal, state, and/or local wage and hour laws, including, without limitation, the FLSA Claims and State Law Claims alleged by the Plaintiff in the Complaint of any kind whatsoever for wages, overtime, improper deductions, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest for unpaid regular or overtime wages, any related wage and hour claims by the Plaintiff, and attorney's fees and costs related to such claims, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, from the beginning of time through the date of Final Approval.

4. **Acknowledgments and Affirmations.**

Plaintiff affirms that she has not filed, caused to be filed, or presently are parties to any pending claim against any Releasee except for the lawsuit styled *Maria Mabel Martinez, et al. v. Rincón Latino, Inc. d/b/a Plaza Latina, et al.*, C. A. No. 1:22-cv-00032-WO-JEP ("Lawsuit"), which is pending in the U. S. District Court for the Middle District of North Carolina. Plaintiff agrees that she will cooperate in the filing of a Stipulation of Dismissal with Prejudice of the Lawsuit no later than 14 business days following the approval of this settlement by the court.

Plaintiff further affirms that she has no known workplace injuries or occupational diseases.

5. **Governing Law and Interpretation.** This Agreement and Release of Wage and Hour Claims shall be governed and conformed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement and Release of Wage and Hour Claims, any party may institute an action specifically to enforce any term or terms of this Agreement and Release of Wage and Hour Claims and/or seek any damages for breach. Should any provision of this Agreement and Release of Wage and Hour Claims be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the Release of Wage and Hour Claims language, such provision shall immediately become null and void, leaving the remainder of this Agreement and Release of Wage and Hour Claims in full force and effect.

6. **Nonadmission of Wrongdoing.** The parties agree that neither this Agreement and Release of Wage and Hour Claims nor the furnishing of the consideration for this Agreement and Release of Wage and Hour Claims shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

7. **Amendment.** This Agreement and Release of Wage and Hour Claims may not be modified, altered or changed except in writing and signed by all parties or their counsel, wherein specific reference is made to this Agreement and Release of Wage and Hour Claims.

8. **Entire Agreement.** This Agreement and Release of Wage and Hour Claims sets forth the entire agreement between the parties. Plaintiff acknowledges that she has not relied on any representations, promises, or agreements of any kind made to her in connection with her decision to accept this Agreement and Release of Wage and Hour Claims, except for those set forth in this Agreement and Release of Wage and Hour Claims.

\* \* \*

The parties, by and through their undersigned counsel, knowingly and voluntarily sign this Agreement and Release of Wage and Hour Claims as of the date(s) set forth below:

**PLAINTIFF MARIA MABEL MARTINEZ**

LAW OFFICE OF ROBERT J. WILLIS, P.A.

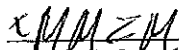
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Fax: (336) 770-2781  
chris@haaflegal.com  
Co-Counsel for Plaintiffs

Title: Counsel of Record for Plaintiff

Date: July 26, 2022

  
Maria Mabel Martinez

Date: 5 December 2022

**DEFENDANTS RINCÓN LATINO, INC. d/b/a PLAZA LATINA, EMIGDIO  
CASTRO,  
JOSÉ LIRA, HUMBERTO CASTRO PASTRANA, LAURA CASTRO, and  
HOMERO ROMO**

BY: MEYNARDIE & NANNEY, PLLC

By: /s/Joseph H. Nanney, Jr.

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Title: Counsel of Record for Defendants

Date: July 26, 2022